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6 Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT

9 DISTRICT OF NEVADA

10 TRUSTEES OF THE CONSTRUCTION
11 INDUSTRY AND LABORERS HEALTH
AND WELFARE TRUST; TRUSTEES OF
12 THE CONSTRUCTION INDUSTRY AND
LABORERS JOINT PENSION TRUST;
13 TRUSTEES OF THE CONSTRUCTION
INDUSTRY AND LABORERS VACATION
14 TRUST; AND THE TRUSTEES OF THE
SOUTHERN NEVADA LABORERS
15 LOCAL 872 TRAINING TRUST,

16 Plaintiffs,

17 vs.

18 W.I.T. SERVICES, INC., a Nevada
corporation,

19 Defendant.
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Case No. 2:10-cv-00463-ECR-LRL

JUDGMENT BY CONFESSION

21 Pursuant to the express Stipulation for Entry of Judgment by Confession ("Stipulation")
22 between the parties hereto, the terms of which are incorporated herein by reference, it is hereby
23 ORDERED, ADJUDGED AND DECREED that:

24 1. Plaintiffs, the Trustees of the Construction Industry and Laborers Health and
25 Welfare Trust, Trustees of the Construction Industry and Laborers Joint Pension Trust, Trustees
26 of the Construction Industry and Laborers Vacation Trust, and Trustees of the Southern Nevada
27 Laborers Local 872 Training Trust (collectively "Trust Funds"), shall take Judgment by
28

1 Confession ("Judgment") against the Defendant, W.I.T. Services, Inc. (collectively "WIT") in the
 2 sum of Four Thousand One Hundred Sixty and 52/100 Dollars (\$4,160.52) ("Judgment
 3 Amount"), which includes known unpaid contributions for the months of August 2007 through
 4 February 2009.

5 2. WIT shall pay the Trust Funds the Judgment Amount as set forth in Paragraph 3,
 6 below. The Judgment Amount shall bear interest from the dates shown in the audit at the rate of
 7 fourteen percent (14%) per annum until paid in full. The Trust Funds have not waived and
 8 expressly reserve their right to collect any additional sums owed by WIT that may have accrued
 9 through or may accrue after February 2009 if discovered by future audit or as a result of
 10 unremitted, unpaid or untimely reports. The Judgment Amount shall be paid to the Trust Funds
 11 as third party beneficiaries of WIT's collective bargaining agreement ("Labor Agreement") with
 12 the Laborers International Union of North America, Local No. 872 ("Union"), in which WIT
 13 agreed to abide by the trust agreements establishing the respective Trust Funds and any
 14 amendments thereto ("Trust Agreements").

15 3. The Judgment Amount and other obligations set forth herein shall be paid to the
 16 Trust Funds as follows:

17 A. A maximum of two (2) consecutive monthly payments shall be made
 18 commencing on April 30, 2010, the first in the minimum sum of Three Thousand Five Hundred
 19 and 00/100 Dollars (\$3,500.00).

20 B. Any remaining balance, together with such additional accrued principal,
 21 interest, liquidated damages, fees and costs as may be owed to the Trust Funds by WIT as of the
 22 final payment date shall be due and payable on or before May 30, 2010. The Trust Funds
 23 estimate that the final payment due shall be in the amount of Three Thousand Four Hundred
 24 Twenty-Three and 80/100 Dollars (\$3,423.80), but reserve the right to collect any additional
 25 amounts owed as set forth in this Judgment.

26 4. Upon the Trust Funds' timely receipt and negotiation of all payments and
 27 obligations required by this Judgment (i) this Judgment will have been satisfied and upon receipt
 28 of a request therefore, the Trust Funds shall deliver to WIT a written Release and Satisfaction of

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1 Claims, and (ii) liquidated damages in the sum of Eight Hundred Twenty-Nine and 57/100
2 Dollars (\$829.57) shall be waived ("Liquidated Damages Waiver"). Upon Defendant's failure to
3 remit all payments and obligations required by this Judgment in a timely manner, the Liquidated
4 Damages Waiver shall be deemed revoked, WIT shall be obligated to pay all such Liquidated
5 Damages to the Trust Funds, and the Judgment Amount shall be immediately increased by the
6 amount of the Liquidated Damages Waiver.

7 5. Should the Trust Funds determine that their statutory collection remedies related to
8 their claims under this Judgment may be lost or materially compromised without pursuing formal
9 claims, including lien claims pursuant to NRS 108, general (original) contractor claims pursuant
10 to NRS 608.150, bond claims, etc., the Trust Funds may take reasonable steps and employ
11 customary legal procedures to preserve and pursue any such remedies and claims.

12 6. WIT shall have the right at any time to prepay the entire balance owed, or any
13 portion thereof, without incurring any prepayment penalty.

14 7. Filing of and execution on the Stipulation and this Judgment shall be stayed
15 through May 30, 2010, provided that payments shall have been made by WIT in accordance with
16 the terms of this Judgment.

17 8. All payments required by this Judgment, the Labor Agreement or related claims
18 shall be credited first to ancillary costs and charges, including interest, liquidated damages (except
19 with respect to the Liquidated Damages Waiver as set forth above), audit costs, attorney's fees
20 and court costs, and lastly to principal contributions, without regard to the Trust Funds' discretion
21 to fund employee benefits in whole or in part with such payments. The payments shall be made
22 payable to the "Laborers Joint Trust Funds" and shall be remitted to the Trust Funds' c/o Andrew
23 S. Brignone, Brownstein Hyatt Farber Schreck, LLP, 100 City Parkway, Suite 1600, Las Vegas,
24 Nevada 89106, or at such other location as WIT is notified in writing.

25 9. WIT shall forthwith execute and submit the following documents to the Trust
26 Funds' attorney:

- 27 A. the Stipulation;
- 28 B. this Judgment;

1 C. a Stipulation and Order to Stay Proceedings;

2 D. all information and documents showing the name(s) of all of WIT's general
3 contractors, projects and project dates for the months of August 2007 through February 2009.

4 10. Should WIT fail to satisfy any of the conditions in this Judgment, written notice of
5 default ("Notice") shall immediately be delivered to WIT at 2615 Buckmaster, Las Vegas,
6 Nevada 89117. If WIT thereafter fails to make the required payment(s) or otherwise fails to
7 comply with the conditions of this Judgment within five (5) business days of the date of such
8 Notice, the Trust Funds shall have the unconditional and immediate right to file the Stipulation
9 and this Judgment with the U.S. District Court, and may execute upon the same for whatever
10 amount then remains due and owing, without further notice to WIT or Order from the Court. In
11 the event of default and failure to cure, the Judgment Amount shall be immediately increased by
12 the Liquidated Damages Waiver, court costs, attorney's fees and any additional claims accrued
13 and owed by WIT to the Trust Funds pursuant to this Judgment and the new Judgment Amount
14 shall continue to accrue interest at a rate of fourteen percent (14%) until paid in full. In the event
15 the Trust Funds should discover additional claims pursuant to an audit or WIT should fail to
16 timely submit reports and payments of contributions to the Trust Funds as provided in the Labor
17 Agreement and Paragraph 11 hereafter, the amount of such claims may be added to this
18 Judgment. The amount of such additional obligations may be established by affidavit of the Trust
19 Funds' administrator or other representative.

20 11. During such periods as WIT may be signatory to a Labor Agreement with the
21 Union and during the payout term of this Judgment, WIT shall remain current and submit timely
22 monthly reports and payments of contributions to the Trust Funds. WIT shall remit accurate
23 reports and contribution payments to the Trust Funds for the period beginning with the month of
24 April 2010 (due on or before May 20, 2010), through the effective period of the Labor
25 Agreement.

26 12. The Trust Funds' Release and Satisfaction of Claims in favor of WIT shall not be
27 executed nor delivered until all obligations under this Judgment have been fully performed.
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1 13. Nothing in this Judgment shall, or shall be deemed to, in any manner limit, waive
2 or release the obligations under the Labor Agreement of WIT and any trades or businesses under
3 common control with WIT, if any.

4 14. No waiver of any breach by WIT of this Judgment nor acceptance of a late
5 payment or waiver of a timely payment by the Trust Funds shall constitute a waiver of any other
6 breach or timely payment or the right of the Trust Funds to accelerate the entire amount due or the
7 right of the Trust Funds to record, enter and execute upon the Stipulation and this Judgment.

8 15. The following potential claims are expressly reserved by the Trust Funds: (i) any
9 Trust Fund claims unrelated to the Judgment Amount, accruing before or after the effective date
10 of this Judgment, including, without limitation, claims by the Trust Funds for additional
11 contributions and related damages that may be (or become) due and owing to the Trust Funds
12 pursuant to the provisions of any collective bargaining agreement to which WIT may be bound
13 that requires the payment of contributions to the Trust Funds, other than the Labor Agreement
14 between WIT and the Union; (ii) the obligation of WIT or any trade or business under common
15 control of WIT (to the extent WIT or any trade or business under common control with WIT has
16 any obligation) to pay, and the rights of the pension funds to assess and collect, withdrawal
17 liability pursuant to 29 U.S.C. §1381 et seq. (including use of WIT's contribution history for
18 purposes of calculating any withdrawal liability); (iii) any additional claims discovered by
19 compliance Audit for any past, present or future Audit period; (iv) any claims for untimely paid
20 contributions arising after April 2010; and (v) any general contractor claims pursuant to NRS
21 608.150, lien claims pursuant to NRS 108, pay and performance bond claims, licensing bond
22 claims and any other ERISA or state law claim enforceable by the Trust Funds.

23 16. In the event of the filing of any bankruptcy petition by WIT, any payments made
24 by WIT pursuant to the terms of this Judgment shall be deemed to have been made for new value
25 as provided under 11 U.S.C. § 547(c)(1) and in the ordinary course of WIT's business as provided
26 under 11 U.S.C. § 547(c)(2), so that such payments shall not be claimed by WIT as preference
27 under 11 U.S.C. § 547 or otherwise.
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1 17. WIT has consulted an attorney of its choice and fully understand the obligations
2 and consequences of this Judgment.

3 Dated and Done this 8th day of November, 2010.

4 Edward C. Reed.
5 U.S. DISTRICT COURT JUDGE

6 Approved as to Form and Content:

7 WIT

8 By: [Signature]
9 Greg Carroll, its President

Dated: April 22, 2010.

10 [DEFENDANTS' COUNSEL]

11 By: _____, Esq.
12 Attorneys for WIT

Dated: April ____, 2010.

13 Approved and Submitted by:

14 Brownstein Hyatt Farber Schreck, LLP

15 By: [Signature]
16 Xanna R. Hardman, Esq.
17 Attorneys for the Trust Funds

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Dated: ^{November} April 2, 2010.

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OATH AND VERIFICATION

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STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

Greg Carroll, being first duly sworn upon oath, now verifies and declares that:

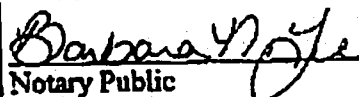
1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and

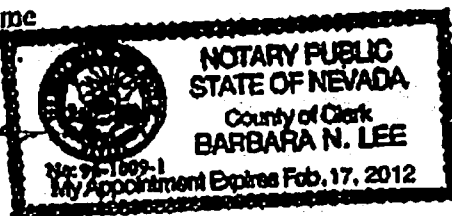
2. The money due and owing and the basis for said Judgment by Confession are accurately set forth in the Stipulation for Entry of Judgment by Confession and this Judgment by Confession.

Further you affiant sayeth naught.


Greg Carroll

Subscribed and Sworn before me
this 12th day of April, 2011.


Notary Public



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